

Amendment 129

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 129 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 29th day of June, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis (PA) for Sound Transit (ST) and Kitsap Transit (KT) necessary to evaluate the feasibility and identify the implementation requirements to use the Customer Service Terminal (CST) software on a portable laptop computer. This work is performed per RFI RFCS-630 *Wireless Portable CST for Off-site Functionality* (per the Agencies response dated February 28, 2011)
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis to evaluate the feasibility and identify the implementation requirements for ST and KT to use the CST software on a portable laptop computer. This would allow ST and KT to use the CST in the field and provide a specialized form of customer service. The PA will include the work to:

(a) Undertake requirements gathering and present a Statement of Requirements for review and acceptance by ST and KT. This task will include one or more meetings. One of the meetings will be a requirements workshop. The workshop format, purpose/objectives, attendees, management and decision-making process will be mutually agreed upon by ST and the Contractor prior to the session. The primary workshop objectives are to:

- i. develop use cases and perform process analysis, in order to confirm the requirements for the new device (i.e. portable laptop and accessories);
- ii. define overall business objectives and functional requirements;
- iii. define end user objectives; and
- iv. define conditions under which the device will operate and other qualities the solution must include.

1.2 The Contractor will present a response to ST and KT that is a written solution proposal which includes the following deliverables:

- (a) the architecture solution(s) such as a platform, client user interface, data management, communication and network;
- (b) a detailed list of requirements, a detailed analysis estimate for the Contractor to review the requirements and design solutions (s) which will be presented to ST with associated cost and schedule impacts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the PA necessary to evaluate the feasibility and identify the implementation requirements for ST and KT to use the CST software on a portable laptop computer.	
INVOICE KT:	\$1000
INVOICE ST:	\$3521
TOTAL	\$4521

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Twenty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: Michael Cash
Its: Vice President

By: Caroline Carlson

Their: ORCA Operations manager
On behalf of the Agencies

Date: 6-27-2011

Date: June 29, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur

Date

In the presence of:

Witness Signature

Date

Witness name: _____